

KAPLAN COTTNER  
KORY L. KAPLAN, ESQ.  
Nevada Bar No. 13164  
Email: kory@kaplancottner.com  
10091 Park Run Drive, Suite 190  
Las Vegas, Nevada 89145  
Telephone: (702) 381-8888  
Facsimile: (702) 832-5559

BROWN, CLARK, LE, AMES, STEDMAN & CEVALLOS LLP  
Edwin B. Brown (Appearing *Pro Hac Vice*)  
22342 Avenida Empresa, Suite 125  
Rancho Santa Margarita, CA 92688  
Phone: (949) 459-5900 Fax: (949) 713-7722  
Email: edbrownlaw@gmail.com

*Attorneys for Plaintiff George Jaramillo*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

GEORGE JARAMILLO, an Individual

Plaintiff,

vs.

AREA 15 LAS VEGAS LLC, a Delaware  
Limited Liability Company, AREA 15  
GLOBAL LLC, a Delaware Limited Liability  
Company, KENNETH FISHER, an Individual,  
STEVEN FISHER, an Individual, WINSTON  
FISHER, an Individual, FISHER BROTHERS  
MANAGEMENT CO. LLC, a New York  
Limited Liability Company, FISHER  
BROTHERS FINANCIAL AND  
DEVELOPMENT COMPANY LLC, a New  
York Limited Liability Company, and DOES 1-  
50 Inclusive,

Defendants.

Case No.: 2:21-cv-00891-RFB-BNW

**AMENDED COMPLAINT FOR:**

- 1. DISCRIMINATION BASED ON RACE (42 U.S.C. § 2000E-2);**
- 2. DISCRIMINATION BASED ON SEXUAL ORIENTATION (42 U.S.C. § 2000E-2);**
- 3. HOSTILE WORK ENVIRONMENT;**
- 4. RETALIATION;**
- 5. WRONGFUL TERMINATION;**
- 6. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;**
- 7. DISCRIMINATION (NRS § 613.330)**
- 8. DISCRIMINATION (Race) (42 U.S.C. §1981)**
- 9. FRAUD**
- 10. DEFAMATION PER SE;**
- 11. BREACH OF CONTRACT; and**
- 12. CONVERSION**

**AMENDED COMPLAINT**

1 Plaintiff GEORGE JARAMILLO (hereafter “Mr. Jaramillo”) for his Amended Complaint  
 2 complains and alleges against Defendants AREA 15 LAS VEGAS LLC, AREA 15 GLOBAL LLC  
 3 (collectively “AREA 15”), KENNETH FISHER, STEVEN FISHER, WINSTON FISHER  
 4 (collectively FB Individuals), FISHER BROTHERS MANAGEMENT CO. LLC (hereafter “Fisher  
 5 Brothers Management”), FISHER BROTHERS FINANCIAL AND DEVELOPMENT COMPANY  
 6 LLC (hereafter “Fisher Brothers Financial”) (the two Fisher Brothers entities are hereafter referred to  
 7 as “Fisher Brothers”), and DOES 1-50, inclusive (collectively “Defendants”), as follows:

### 8 JURISDICTION AND VENUE

9 1. This is a civil complaint brought by George Jaramillo in the United States District  
 10 Court under Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended by 42 U.S.C. 2000e-2  
 11 *et. seq.* and the Civil Rights Act of 1866, 42 U.S.C. §1981, as amended by the Civil Rights Act of  
 12 1991, federal statutes prohibiting discrimination in order to secure protection and redress deprivation  
 13 of Mr. Jaramillo’s rights under these laws. Jurisdiction of this Court is therefore invoked under 28  
 14 U.S.C. 1331.

15 2. This action also includes claims arising out of Nevada anti-discrimination statutes,  
 16 Nevada Revised Statutes (“NRS”) 613.310 *et. seq.* Jurisdiction is also proper pursuant to NRS  
 17 14.065. The state claims are joined pursuant to the doctrine of supplemental jurisdiction and 28  
 18 U.S.C. 1367(a).

19 3. Mr. Jaramillo asserts that he was subjected to discrimination and was treated  
 20 disparately and subjected to a hostile work environment and retaliation due to his race and sexual  
 21 orientation, which is strictly prohibited under Title VII, Section 1981 and NRS 613.310.

22 4. As Mr. Jaramillo’s employers during the relevant time period, Defendants conducted  
 23 business regularly and systematically in Clark County, Nevada. Defendants’ improper conduct at  
 24 issue occurred in whole or in part in Clark County, Nevada, and engaged in an industry affecting  
 25 commerce. Thus, pursuant to 28 U.S.C. 1391(b)(1), 28 U.S.C. 1391(b)(2), 28 U.S.C. 1391(c)(1) and  
 26 28 U.S.C. 1391(c)(2), venue is proper in the United States District Court for the District of Nevada.

27 5. Mr. Jaramillo filed his Charge of Discrimination with the U.S. Equal Employment  
 28 Opportunity Commission (“EEOC”) on March 18, 2021.

### AMENDED COMPLAINT



15. Fisher Brothers, through the Defendant FB Individuals, managed the critical business activities of AREA 15, including but not limited to as follows:

- A. Fisher Brothers' IT team handled all of the IT needs for AREA 15.
- B. Fisher Brothers assumed the role of training AREA 15 employees.
- C. Fisher Brothers controlled the process of obtaining AREA 15's Nevada liquor license.
- D. Fisher Brothers controlled the human resources for AREA 15.
- E. Fisher Brothers controlled the Internet network infrastructure for AREA 15.
- F. AREA 15's lease agreements were signed by Winston Fisher and Kenneth Fisher. Therefore, Kenneth Fisher's statement in his declaration in support of Defendants' Motion to Dismiss, was false wherein he stated, "My role as a vice president of Area 15 LV is no more than a formality and I have no specific duties or authority in or with respect to Area 15 LV."
- G. Defendant FB Individuals communicated and advised each other on AREA 15 operational matters.
- H. Defendant Steven Fisher was involved in AREA 15 budget meetings and posed questions to AREA 15 employees regarding AREA 15's budget.

16. Thus, Defendants Kenneth Fisher, Steven Fisher, and Winston Fisher were actively involved in the management and control of AREA 15.

17. Susan Dalton, director of human resources for the Fisher Entities, handled Mr. Jaramillo's application, background check, and onboarding. She did this from the Fisher Entities' New York offices. She handled this for each employee that Mr. Jaramillo hired once he started working at AREA 15, and did so for the entirety of his tenure with the company.

18. When Defendants hired Mr. Jaramillo, they sent him an offer letter that had the names of the Fisher Entities prominently displayed. He was placed on the Fisher Entities' 401(k) plan and health benefits. Additionally, all AREA 15 expenses were required to be submitted to the Fisher Entities for reimbursement.

19. Mr. Jaramillo was always told that the Fisher Entities were owners of AREA 15. The Fisher Entities' own website (<https://www.fisherbrothers.com/properties/area15>) (last visited September 10, 2021) identifies AREA 15 as one of its properties and defines AREA 15 as a

1 “collaborative venture between real estate development firm Fisher Brothers and creative agency  
2 Beneville Studios, both of New York.”

3 20. When AREA 15 employees gave tours of the AREA 15 facility, they were instructed  
4 to tell everyone that the Fisher Family and Fisher Entities controlled the facility. The City of Las  
5 Vegas complained constantly that “this isn’t New York,” and that it was hard to work with AREA 15  
6 because of the New York City team’s interference. It was common knowledge that the New York  
7 City team impeded AREA 15’s efforts in Las Vegas.

8 21. In the performance of Mr. Jaramillo’s job duties, he was directed by the Fisher  
9 Entities, answered to the Fisher Entities, was governed by the Fisher Entities, and directly  
10 communicated with the Fisher Entities, including but not limited to the following individuals and  
11 their respective job titles:

12 **Philip Brohn**: Senior Executive for the Fisher Entities and Design and Construction Manager  
13 for AREA 15.

14 **Ari Moses**: Director of Investments for the Fisher Entities and a board member of AREA 15.

15 **Clara Chen**: Property Controller for the Fisher Entities and Accountant for AREA 15.

16 **Clark Briffel**: Director of Leasing for the Fisher Entities and AREA 15.

17 **Cliff Spierer**: Chief Financial Officer for the Fisher Entities.

18 **Sam Rosenberg**: Chief Financial Officer for the Fisher Entities.

19 **Petronela Digeratu**: Corporate employee for the Fisher Entities.

20 **Susan Dalton**: Director of Human Resources for the Fisher Entities and AREA 15.

21 **Winston Fisher**: Chief Executive Officer of AREA 15 and Partner of the Fisher Entities.

22 **Martin Edelman**: Partner of the Fisher Entities.

23 **Jitendra Jain**: Director of Development for the Fisher Entities, who oversaw the  
24 development, design, and construction of AREA 15.

25 **Stephanie Roney**: Acquisitions and Development Analyst for the Fisher Entities and Project  
26 Manager for AREA 15.

27 **AMENDED COMPLAINT**

**Katie Liu:** Fisher Entities information technology (“IT”) director, who oversaw all AREA 15 IT matters.

22. **Winston Fisher** consulted with **Kenneth Fisher**, and others, regarding post-COVID safety for AREA 15.

23. **Kenneth Fisher and Winston Fisher received weekly status reports** regarding AREA 15 issues. These status reports led to dialogues between the FB Individual Defendants regarding management of AREA 15.

### **DEFENDANTS FRAUDULENTLY BREACHED THEIR PROMISES TO MR. JARAMILLO WHEN THEY HIRED HIM**

24. In January 2019, Mr. Jaramillo was employed by Wynn Resorts. At that time, Andrea Wasser and Pat Haro, on behalf of Defendants, told Mr. Jaramillo that Defendants were looking to fill the position of event operations manager for AREA 15, a new project in Las Vegas.

25. Mr. Jaramillo was content at Wynn Resorts, but Ms. Wasser and Mr. Haro persisted; they were insistent that Mr. Jaramillo would be a good fit for Defendants’ new company. They said that Defendants were very well funded by the FB Individual Defendants and would be more than happy to start Mr. Jaramillo at \$100,000 per year or more.

26. Mr. Jaramillo agreed to meet with Ryan Kruger (“Mr. Kruger”), Defendants’ Managing Director of Events & Entertainment for AREA 15. Following that meeting, Mr. Kruger hired Mr. Jaramillo as AREA 15’s event operations manager, starting on March 18, 2019. Defendants agreed to pay Mr. Jaramillo a salary of \$100,000 per year and a 20% annual bonus. Mr. Jaramillo’s base salary would be reviewed for increases each January.

27. Mr. Jaramillo was scheduled to receive a raise on April 16, 2020. However, **Defendants unilaterally rescinded the promised raise**. The reason Defendants gave Mr. Jaramillo for denying his raise was due to COVID-related budget cuts. That excuse made no sense. AREA 15 was not even open and operating at that time and was therefore not affected by the pandemic.

28. Defendants told Mr. Jaramillo that everyone at AREA 15 who was making \$100,000 or more would be getting a 10% pay cut. Mr. Jaramillo therefore ended up making less money than he was when he was originally hired. Mr. Jaramillo had to stop contributions to his 401(k) plan to account for Defendants’ unilateral retraction.

29. Defendants never intended to permanently pay Mr. Jaramillo a six-figure salary with lucrative bonuses and pay raises as they had promised him, and which Mr. Jaramillo relied upon when Defendants hired him. Nevertheless, Mr. Jaramillo relied, to his detriment, upon Defendants' promises and left Wynn, one of the world's top-rated resorts.

30. Thereafter, Mr. Jaramillo learned that Defendants paid other similarly situated AREA 15 employees more money than him. Upon Mr. Kruger's exit from AREA 15, James Heilmann ("Mr. Heilmann"), AREA 15's general manager, assumed the supervisory role of Mr. Jaramillo. At the outset, Mr. Heilmann engaged in a unique management approach that intentionally marginalized gays and people of color.

31. Mr. Heilmann told Mr. Jaramillo to put the hardship of the pay cut in perspective, "Think of it this way; this is an investment in your future. "[You aren't] going anywhere ... Not only will you be here for as long as you want, you'll be making much more than \$175,000 after COVID."

32. Defendants never intended to fulfill their promise, through Mr. Heilmann, to keep Mr. Jaramillo at AREA 15 as long as he wanted. Mr. Jaramillo relied on those false promises by not protesting the salary reduction.

33. NRS 613.010 protects employees like Mr. Jaramillo from false representations intended to induce them to change employers. Defendants through their false representations of pay and tenure violated NRS 613.010.

#### **DEFENDANTS DISCRIMINATED AGAINST MR. JARAMILLO BASED ON HIS RACE**

34. Defendants consistently and routinely discriminated against Mr. Jaramillo because of his race. The discrimination was ongoing and increased in frequency and severity over time. Ultimately, the heinous acts of racism led Mr. Jaramillo to attempt to resolve the abuse with his boss' boss, Defendants' COO, Dan Pelson ("Mr. Pelson"). But Mr. Jaramillo's attempt to stop the racism resulted in his pretextual termination.

35. Mr. Jaramillo was tasked by AREA 15 to screen applicants who would be hired to report to Mr. Kruger like, for example, the head of talent. Mr. Jaramillo determined who was potentially a good hire and forwarded those applicants to Mr. Kruger. In effect, Mr. Jaramillo would maintain seniority over those employees hired after him.



36. One such candidate was Howard Weiss (“Mr. Weiss”). Mr. Jaramillo ultimately learned that Defendants were paying Mr. Weiss, a Caucasian male, significantly more money than Defendants paid him. Defendants also gave Mr. Weiss preferential treatment. Defendants offered Mr. Weiss Mr. Kruger’s former office, a perk highly sought-after by Mr. Weiss and Mr. Jaramillo. The higher salary and perk were given to Mr. Weiss, despite the fact that Mr. Jaramillo had more seniority, had the same leadership level, and Mr. Jaramillo supervised more employees.

37. **Defendants underpaid Black employees** like Sequoah Turner and Arthur Lindsay (“Mr. Lindsay”) in comparison to other white AREA 15 employees in similarly situated employment. **Defendants also paid Mr. Jaramillo less than white coworkers** in similarly situated positions.

38. Mr. Weiss, Victoria Paul (“Ms. Paul”), and Ms. Turner were also promoted to directors. However, Ms. Turner was **paid less money than her white subordinate, and Mr. Jaramillo was paid less than his white peer, Mr. Weiss.**

39. Defendants also paid AREA 15 employee Valmira Mavraj, a white employee, more than Mr. Jaramillo, even though Mr. Jaramillo was Ms. Mavraj’s supervisor. Mr. Jaramillo’s salary was adjusted only after he complained about this inequity.

40. During a June 23, 2020, meeting, Mr. Jaramillo told Mr. Heilmann it was not right that some AREA 15 employees of color made substantially less money than their white peers. Mr. Heilmann falsely stated that everyone at the director level made the same amount of money. But Mr. Jaramillo knew, and pointed out to Mr. Heilmann, that Defendants Ms. Turner (Black), and him (Hispanic) were paid significantly less than their white peers.

41. AREA 15’s Senior Sales Manager, Josh Baro (“Mr. Baro”) became a nonstop source of problems in the AREA 15 office. For example, **Mr. Baro once ran into Mr. Jaramillo’s office waving a .44 magnum handgun.** Obviously, this made Mr. Jaramillo very uncomfortable in light of the recent mass shooting that took place in Las Vegas. Mr. Jaramillo made it abundantly clear to Mr. Baro that he did not approve of Mr. Baro bringing his firearm to work.

42. Mr. Jaramillo told Mr. Heilmann about this incident. Mr. Heilmann was dismissive of Mr. Jaramillo’s concern regarding office safety. He told Mr. Jaramillo that he “overreacted” to Mr. Baro bringing his gun into the office, saying “it was not a big deal.”

43. Appallingly, Mr. Heilmann told Mr. Jaramillo he did not worry about the gun because “Josh (Mr. Baro) only shoots cans.” When Mr. Jaramillo looked puzzled at the statement, Mr. Heilmann clarified, “You know... **MexiCANS, AfriCANS, Puerto RiCANS.**” This perpetuated and



1 condoned a dangerous and racist behavior and allowed a dangerous threat to Mr. Jaramillo to  
2 continue.

3 44. Mr. Heilmann then just laughed. Mr. Jaramillo told Mr. Heilmann how incredibly  
4 inappropriate his response was. He advised Mr. Heilmann how offensive his racist remarks were, in  
5 light of Mr. Jaramillo's race. But Mr. Heilmann just laughed louder, in an exaggerated fashion. Mr.  
6 Jaramillo felt insulted, undermined, and threatened by this incident.

7 45. Mr. Jaramillo turned to Mr. Kruger for assistance in further dealing with Mr.  
8 Heilmann's actions. Mr. Heilmann did not like the fact that Mr. Jaramillo told Mr. Kruger about Mr.  
9 Baro's discriminatory jokes. Mr. Heilmann told Mr. Jaramillo, "**People like you are so easily**  
10 **offended,**" and "**You all get your panties in a wad over nothing.**"

11 46. AREA 15's racist environment was menacing and insulting to Mr. Jaramillo even  
12 when the racism was not aimed directly at him. By this time, African-American AREA 15 employee  
13 Mr. Lindsay also complained about racist comments made about Jewish people. Mr. Lindsay  
14 complained to Mr. Jaramillo about the micro-aggressions he experienced at AREA 15 because he was  
15 Black. Mr. Jaramillo then advised Mr. Heilmann about this racism against Mr. Lindsay.

16 47. Mr. Jaramillo was told by another Black AREA 15 employee that the AREA 15 Las  
17 Vegas warehouse, where people of color worked, was not airconditioned, whereas the warehouse  
18 where Caucasian workers worked was airconditioned.

19 48. Mr. Baro shared **insulting and demeaning jokes about Jews** with a Jewish AREA 15  
20 employee Lindsey Allen ("Ms. Allen"). Ms. Allen was AREA 15's Food and Beverage manager.  
21 When Ms. Allen told Mr. Baro to stop making these religious jokes, Mr. Baro just "doubled-down"  
22 by firing off more jokes in quick succession.

23 49. Mr. Heilmann said he would deal with these complaints of discrimination. But he did  
24 nothing about them. Mr. Lindsay and Ms. Allen then brought the issue to Mr. Jaramillo who emailed  
25 Mr. Kruger to let him know about Mr. Baro's inappropriate behavior. But Mr. Heilmann simply said,  
26 "**Jews in this place seem to be doing just fine.**"

27 50. Asian-American AREA 15 employee Helen Stahl also complained to Ryan Kruger  
28 that Josh Baro was harassing her. **Defendants fired Ms. Stahl as well as Sarah Carrier, a lesbian.**

51. Time and time again, Mssrs. Heilmann, Pelson, Mark Stutzman ("Mr. Stutzman"),  
AREA 15's CTO, and other leaders in the company simply recognized and excused Mr. Baro's  
behavior saying that "**Baro's [behavior] was worth it if he could produce sales.**"

#### AMENDED COMPLAINT

1           52. Mr. Lindsay became frustrated at Mssrs. Heilmann, Pelson, and Stutzmans' refusal to  
 2 do anything about the uncomfortable and hostile office environment created by Mr. Baro's  
 3 inappropriate behavior. He also expressed concern about Defendants' other inappropriate conduct,  
 4 stating, **"dropping off duffle bags of cash" was not the appropriate way to deal with city**  
 5 **officials.** In the face of expressing his concerns of microaggression, Mr. Lindsay was told not to  
 6 "come across so angry."

7           53. Mr. Baro made other racist remarks. After he shaved his head, he made a joke on a  
 8 Zoom call, which included Mr. Heilmann, about his new **"skinhead"** appearance that made Black  
 9 AREA 15 employee Ms. Turner and Hispanic employee Mr. Jaramillo very uncomfortable.

10           54. Both Ms. Turner and Mr. Jaramillo asked Mr. Heilmann to address this "skinhead"  
 11 comment with Mr. Baro. Mr. Heilmann replied that **Sequoah (Ms. Turner) was "pulling the race**  
 12 **card again"** and did not see how the incident was offensive.

13           55. **Winston Fisher discriminated against people of color.** Mr. Jaramillo had arranged  
 14 for UNLV administrators to tour the AREA 15 site with Winston Fisher. **Mr. Fisher pointed at the**  
 15 **construction fence and the Mexican workers on the other side of the fence and said, "That's our**  
 16 **own version of the border wall."** When Mr. Jaramillo told Mr. Fisher how uncomfortable his  
 17 comment made him and the UNLV guests feel, **Mr. Fisher simply stated, "Oh, come on. Doesn't**  
 18 **everyone want them [referring to the Mexicans] on the other side?"**

19           56. AREA 15 employee Ashley Glover was also subject to disparate treatment because of  
 20 her race at the hands of the Defendants, as was David Frank, who worked for FB companies in New  
 21 York.

22           57. Things changed for the worse for Mr. Jaramillo when he raised concerns regarding  
 23 racial discrimination. Mr. Jaramillo complained to Mr. Heilmann about Mr. Baro's inappropriate  
 24 comments. Mr. Heilmann told Mr. Jaramillo that **"Someone like you should be happy to have a job**  
 25 **at all."**

26           58. Mr. Baro, knowing that Mr. Jaramillo was gay and knowing that Chick-fil-A  
 27 Restaurants are reputedly anti-Gay, frequently proclaimed to the entire office, "I'm on my way to eat  
 28 at Chick-fil-A for lunch." He would then mockingly ask if Mr. Jaramillo wanted to go with him. He  
 did so intentionally within earshot of Mr. Jaramillo and the office staff.

          59. As far as Mr. Jaramillo knows, he was the only gay person in the office at the time.  
 Mr. Baro made the comments to annoy and undermine Mr. Jaramillo. Mr. Jaramillo told Mr. Baro

#### AMENDED COMPLAINT

1 that these loud references to Chick-fil-A were offensive to him and asked Mr. Baro not to make them.  
2 However, Mr. Baro ignored Mr. Jaramillo's requests.

3 60. Rather than assisting Mr. Jaramillo with Mr. Baro's Chick-fil-A references, Mr.  
4 Heilmann went into Mr. Jaramillo's office, closed the door behind him, and told Mr. Jaramillo he  
5 should **keep his "gayness" to himself around "the guys" because "we don't like that."** Mr.  
6 Jaramillo felt marginalized and undermined, as well as further abused by Mr. Heilmann's outrageous  
7 directive.

8 61. Mr. Jaramillo responded to Mr. Heilmann by telling him that he kept his personal life  
9 private; it was Mr. Baro who repeatedly harassed him for being gay. Mr. Heilmann walked away  
10 from Mr. Jaramillo stating, **"Guys will be guys and gays will be gays."**

11 62. While walking the property with Mr. Heilmann and Mr. Baro during the setup for an  
12 AREA 15 event on March 10, 2020, a significant number of Hispanic construction workers were  
13 busily working in the area. Mr. Baro and Mr. Heilmann, both knew Mr. Jaramillo was of Hispanic  
14 descent. Mr. Heilmann said loudly, **"It is a good thing that we have all those Mexicans out there,"**  
15 and "they better hurry to be ready for the party." Mr. Heilmann also loudly stated to Mr. Jaramillo,  
16 **"that's what Mexicans are for – to do our work!"** Mr. Baro and Mr. Heilmann then both laughed.

17 63. On June 30, 2020, during a Zoom call with Mr. Weiss, Glenn Turell, Defendants' Vice  
18 President of Finance, and Mr. Heilmann, Mr. Heilmann took the opportunity to allege what he knew  
19 was a lie by claiming that Mr. Jaramillo had "dropped the ball" in getting AREA 15's liquor storage  
20 area built out and approved by the City of Las Vegas. Mr. Heilmann could not have been more  
21 wrong. The liquor storage project had been assigned to Ms. Paul, not Mr. Jaramillo, and the project  
22 was well under way. Mr. Jaramillo calmly reminded Mr. Heilmann of those facts.

23 64. Mr. Heilmann was unphased. He persisted in stating that Mr. Jaramillo "dropped the  
24 ball" and needed to handle the situation. **Thus, Defendants created a false narrative** that Mr.  
25 Jaramillo had mishandled an assignment, when Defendants knew that was a lie. **Defendants**  
26 **perpetuated the lie in order to undermine Mr. Jaramillo and facilitate their ability to fabricate**  
27 **a pretextual reason to fire Mr. Jaramillo.**

28 65. After the Zoom meeting, Mr. Heilmann called Mr. Jaramillo. Mr. Heilmann was livid.  
He told Mr. Jaramillo that **"a Mexican fag" like [you] had "no place backtalking his boss in front**  
**of the guys."** Mr. Heilmann's use of the term "the guys" meant to exclude Mr. Jaramillo because **a**  
**gay Hispanic male would never be one of "the guys."**

#### AMENDED COMPLAINT

1           66. Mr. Jaramillo was shocked and truly traumatized by Mr. Heilmann's unfettered and  
2 vile attack. Finally, Mr. Heilmann insulted Mr. Jaramillo again by asking him in a sarcastic tone,  
3 "comprende?" Mr. Heilmann meant this comment derogatorily to again discriminate against Mr.  
4 Jaramillo because of race.

5           **MR. JARAMILLO WOULD NOT HAVE BEEN TERMINATED BUT FOR HIS RACE,  
6 RACISM, AND HIS COMPLAINTS OF RACISM BY AREA 15 AND FISHER BROTHERS**

7           67. Defendants' termination of Mr. Jaramillo was an orchestrated and pretextual  
8 termination that would not have occurred but for Mr. Jaramillo's race.

9           68. Defendants had praised Mr. Jaramillo for his stellar work and gave him a raise to  
10 "thank [him] for [his] hard work and contributions to the team."

11           69. Defendants also gave Mr. Jaramillo additional responsibility, including an additional  
12 employee to supervise and promoted him to "Director of Event Operations." Defendants told Mr.  
13 Jaramillo his pay would be increased to \$175,000 with a bonus structure.

14           70. Defendants never expressed any concern about Mr. Jaramillo's performance and not  
15 once did Defendants give any legitimate reason terminating his employment at AREA 15. Indeed,  
16 Defendants' only performance review of Mr. Jaramillo stated that Mr. Jaramillo exceeded all  
17 expectations.

18           71. Mr. Jaramillo responded to acts of racism and discrimination by asking for  
19 improvement in the way AREA 15 treated employees of color, including himself. Mr. Jaramillo  
20 pushed for equal pay, equal work conditions, appropriate HR supervision, and corporate oversight  
21 and accountability. And as soon as Mr. Jaramillo attempted to report the abuse to management above  
22 Mr. Heilmann, he was terminated, with the knowledge, approval, and participation of Defendants.

23           72. Shortly after Mr. Heilmann called Mr. Jaramillo "a Mexican fag," Mr. Jaramillo  
24 emailed Mr. Pelson to expose the ongoing racial discrimination and other issues. Mr. Jaramillo  
25 believed that Mr. Pelson would take action to stop the ongoing discrimination. However, no action  
26 was taken by Defendants.

27           73. Defendants never investigated the veracity of Mr. Jaramillo's allegations of  
28 discrimination. They never interviewed Mr. Jaramillo about the discrimination aimed at him. He is  
unaware of any efforts by Defendants to interview any other victim of discrimination.

          74. Defendants tolerated the discriminatory behaviors of Mr. Baro, Mr. Heilmann, and  
others because they were White males. Time and time again, Defendants ratified rather than rectified

**AMENDED COMPLAINT**

1 abusive and discriminatory behaviors and policies without concern for the safety and well-being of  
 2 their minority employees. Mssrs. Heilmann, Pelson, and Stutzman excused Mr. Baro's behavior  
 3 because he produced sales, despite the fact that Baro was not a top producer and that, in any event,  
 4 such reason is no justification at all.

5 75. A review of the timeline of Mr. Jaramillo's termination underscores the reality that he  
 6 was not terminated for cause, or for no reason at all (at will). His termination was pretextual and it  
 7 camouflaged the systemic racism that was carried out by Defendants at all levels.

8 76. Before and during the eight (8) business days between June 30, 2020, when Mr.  
 9 Heilmann called Mr. Jaramillo "a Mexican Fag," and July 10, 2020, when Mr. Jaramillo was  
 10 terminated, Defendants had never talked to Mr. Jaramillo about any deficiencies in his work; he had  
 11 never been "written up," nor given any PIPs (Personal Improvement Plans).

12 77. Defendants never gave Mr. Jaramillo any opportunity to address any shortcomings on  
 13 his part. In fact, when Mr. Jaramillo called Mr. Heilmann's boss, Mr. Pelson, a short time after Mr.  
 14 Heilmann called Mr. Jaramillo a "Mexican Fag" to complain about the incessant racism, Mr. Pelson  
 15 returned Mr. Jaramillo's call within three (3) hours and set a meeting with Mr. Jaramillo for the  
 16 upcoming Tuesday, July 14, 2020, at 3:00 P.M. Mr. Jaramillo was assured that this was to be a  
 17 weekly recurring meeting.

18 78. It turns out that, long before his scheduled meeting with Mr. Pelson, Mr. Jaramillo was  
 19 already a "dead man walking." Emails between James Heilmann and Fisher Brothers HR manager  
 20 Susan Dalton confirm that **Defendants had already hired a replacement for Mr. Jaramillo before**  
 21 **Mr. Jaramillo had even made contact with Mr. Pelson.** Defendants had contrived to terminate Mr.  
 22 Jaramillo immediately after Mr. Heilmann had called him a Mexican Fag.

23 79. Defendants' offer letter to Mr. Jaramillo's replacement was dated the very same day  
 24 that Mr. Pelson scheduled his meeting with Mr. Jaramillo. On June 9, 2020, the day after Mr. Pelson  
 25 had scheduled that meeting, knowing that it was never going to take place, Defendants agreed and  
 26 communicated with each other that Mr. Jaramillo would be fired on June 10, 2020. Prior to the date  
 27 of Mr. Jaramillo's termination, Defendants went back and forth about the verbiage of his  
 28 "resignation." These communications confirm Defendants' lack of integrity and honesty toward Mr.  
 Jaramillo. **These actions glaringly point to the fact that Mr. Jaramillo's termination was**  
**contrived and pretextual, and not based on his performance and that, if Defendants had**

1 **anything to do with it, his complaints of racism and other discrimination would never see the**  
 2 **light of day.**

3 80. Mr. Pelson, Mr. Heilmann, Susan Dalton, Winston Fisher, and the other Defendants  
 4 sandbagged Mr. Jaramillo into thinking they would address his complaints of rampant discrimination.  
 5 Instead, they simply got rid of the squeaky wheel. Once they scheduled Mr. Jaramillo's meeting with  
 6 Mr. Pelson, they proceeded with their pretextual narrative to try and explain why Mr. Jaramillo was  
 7 no longer employed by Defendants.

8 81. Defendant Fisher Brothers Management was involved in the decision to terminate Mr.  
 9 Jaramillo. This is even evidenced by their post-termination conduct whereby Defendants' executives  
 10 asked the Nevada State Unemployment Department that was handling Mr. Jaramillo's claim to **send**  
 11 **all notices regarding Mr. Jaramillo's unemployment claim to Fisher Brothers' New York office.**

12 82. There was no legitimate cause for Mr. Jaramillo's termination, none! Defendants'  
 13 fabricated reasons for terminating Mr. Jaramillo were all over the map. Defendants claimed Mr.  
 14 Jaramillo was fired for sub-par performance. But, Defendants also told others that Mr. Jaramillo quit;  
 15 that he didn't need to work. Then Defendants said Mr. Jaramillo was an at-will employee and,  
 16 therefore, they did not need a reason to terminate him.

17 83. On the day Mr. Jaramillo was fired, Mr. Heilmann informed AREA 15 employees and  
 18 Defendants, as if they did not already know, that it was Mr. Jaramillo's last day at AREA 15. Mr.  
 19 Heilmann's email stated, "I know we have all enjoyed getting to know George during his time with  
 20 the company, and we sincerely appreciate his contribution to our pre-opening efforts. I wish him all  
 21 the best in his future endeavors."

22 84. This email message by Mr. Heilmann that spoke so positively about Mr. Jaramillo's  
 23 work at AREA 15, certainly did not imply that Mr. Heilmann had fired Mr. Jaramillo. To the  
 24 contrary, Mr. Heilmann describes an employee in Mr. Jaramillo who is not worthy of termination.  
 25 Why is that? In their inter-office communications, Defendants admitted they had dropped the ball in  
 26 their response to Mr. Jaramillo's complaints of discrimination.

27 85. In the final analysis, the only legitimate explanation for Mr. Jaramillo's termination  
 28 and the dishonest way it was carried out, comes down to his attempt to complain to Defendants of  
 racial discrimination. Defendants responded by contriving a deceitful plan to trick Mr. Jaramillo into  
 staying quiet at AREA 15 long enough to fire him and come up with a pretext as to why they did so.



1 This provided Defendants' an opportunity to avoid the airing of their racist dirty laundry and escape  
2 responsibility and public awareness of their discriminatory deeds.

3  
4 **DEFENDANTS REFUSED TO TIMELY PAY MR. JARAMILLO**  
5 **AND RETURN HIS PERSONAL PROPERTY**

6 86. Defendants' malicious, abusive, and discriminatory acts continued even after they  
7 fired Mr. Jaramillo. To add salt to Mr. Jaramillo's wounds, Defendants withheld Mr. Jaramillo's final  
8 paycheck and COBRA rights. Also and, but for Mr. Jaramillo's race, Defendants would not have  
9 stolen Mr. Jaramillo's property, which contained documented evidence of many racist acts and other  
10 inappropriate acts on the part of Defendants.

11 87. It took more than one month for Fisher Brothers to send Mr. Jaramillo COBRA forms.  
12 And Ms. Dalton claimed she made a direct deposit in the amount of \$3,112.62, which she stated was  
13 his "final check," because Ms. Dalton had "misspelled" Mr. Jaramillo's address on the envelope.

14 88. Mr. Jaramillo had provided Defendants with his accurate address on various forms  
15 since being hired. Mr. Jaramillo believes the letter intentionally misspelled the address so that it  
16 would not be deliverable and thus Defendants intentionally withheld important information regarding  
17 Mr. Jaramillo's medical insurance during a global pandemic. Defendants also never gave Mr.  
18 Jaramillo the W-2 Form they owed him.

19 89. Mr. Jaramillo needed all of his property returned. However, it was most concerning to  
20 him that his notebook was missing. This composition style book was where he kept notes of racial  
21 abuses and other problems he witnessed being carried out by Defendants. He believes that Mr.  
22 Heilmann saw it and realized what it would mean for him and Defendants if the notebook was  
23 returned to Mr. Jaramillo. Mr. Heilmann therefore had to dispose of it. On the date of his termination,  
24 Mr. Jaramillo emailed Mr. Heilmann and asked to be allowed to pick up his personal property that  
25 day. Despite this, Mr. Jaramillo was never allowed to pick up his property.

26 90. On August 21, 2020, Mr. Jaramillo emailed Ms. Dalton to advise her that Defendants  
27 had still not completely paid him what he was owed; that his personal property was still missing; and  
28 that, despite his multiple previous requests, Defendants had not given him a copy of his personnel  
file.

91. On September 2, 2020, Defendants agreed to forward a check to Mr. Jaramillo for  
\$300 to compensate him for his stolen property. Because it was clear by then that Defendants were

**AMENDED COMPLAINT**



1 not going to do the right thing by returning Mr. Jaramillo's stolen property, Mr. Jaramillo, on  
2 September 24, 2020, filed a police report with the Las Vegas Metropolitan Police Department.

3 92. Ms. Dalton emailed Mr. Jaramillo to defend Defendants' attorney. She wrongly  
4 claimed that Defendants sent Mr. Jaramillo his personnel file and that there was "no other  
5 documentation to be sent," that Defendants did not have a signed copy of Mr. Jaramillo's evaluation  
6 as completed by Mr. Kruger, and that it was not Defendants' intention to disparage or tarnish Mr.  
7 Jaramillo's reputation.

8 93. Ms. Dalton attached to her email a non-disclosure agreement that Defendants asked  
9 Mr. Jaramillo to sign if he wanted to receive unemployment benefits. Knowing that Mr. Jaramillo  
10 could not sign such an agreement, Defendants sent it in an attempt to prevent Mr. Jaramillo from  
11 receiving unemployment benefits.

12 94. While Mr. Jaramillo was eligible for unemployment benefits since the end of July  
13 2020, he did not receive a single cent for over four (4) months. The stress of going months without  
14 income to which he was entitled was severe.

15 95. When Mr. Jaramillo complained to the appropriate agency about Defendants' delay,  
16 Defendants responded by defaming Mr. Jaramillo by stating he was terminated for cause. Ultimately,  
17 Mr. Jaramillo was able to collect unemployment benefits because Defendants could not provide any  
18 factual basis and documentation for their false assertion.

19 96. On November 16, 2020, the Nevada Unemployment Insurance Office advised Mr.  
20 Jaramillo that "You were discharged due to poor work performance. The employer did not cite the  
21 details regarding a specific final incident or prior incidents and warnings. You state that you were not  
22 informed of a final incident that caused your discharge. As misconduct in connection with the work  
23 has not been established, no disqualification will be assessed."

24 97. Defendants have literally, for now and for the foreseeable future, without any basis,  
25 destroyed Mr. Jaramillo's professional life. Defendants have ruined Mr. Jaramillo's reputation, which  
26 is key in his profession of event planning and hospitality. The Covid-19 pandemic further  
27 complicated a comeback from his wrongful termination. There are no jobs like the one Mr. Jaramillo  
28 held.

98. Although Defendants touted AREA 15 as a paragon of acceptance and tolerance, the  
reality is that AREA 15 is a perfect example of how blatant prejudice, harassment, and discrimination  
can harm people, as it did Mr. Jaramillo and other employees at AREA 15. The Fishers, the

#### AMENDED COMPLAINT

1 billionaire owners of AREA 15, run AREA 15 in a way that shows that the lives of their White-male,  
 2 straight employees matter but the lives of women, people of color, and LGBTQ+ employees do not  
 3 matter. In fact, instead of trying to rectify their racism and other bad acts, Defendants have done  
 4 everything to hide their racism and bad behavior under the proverbial rug.

5 99. Mr. Jaramillo was in his early thirties when first employed by Defendants. The stress  
 6 and toxic atmosphere at AREA 15 literally gave Mr. Jaramillo heart problems to the point that he had  
 7 to see a cardiologist. He gained so much weight that he was the heaviest he had been in his entire  
 8 life. This resulted in diabetes.

9 100. Mr. Jaramillo suffered depression and had chronic headaches. He is on heart and  
 10 diabetes medication to this day. This was never the case before working at AREA 15, having to  
 11 endure prolonged and repeated discrimination and abuse.

12 **FIRST CLAIM FOR RELIEF**  
 13 **EMPLOYMENT DISCRIMINATION BASED ON RACE**  
 14 **TITLE VII (42 U.S.C. § 2000e-2)**  
 15 **AGAINST ALL DEFENDANTS**

16 101. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 102 with  
 17 the same force and effect as though fully set forth herein.

18 102. Section 703 of Title VII, 42 U.S.C. § 2000e-2, prohibits employment practices that  
 19 discriminate against persons on the basis of their race.

20 103. Defendants knew or should have known of their obligation, pursuant to Federal and  
 21 State statutes, to maintain a workplace free of racial discrimination.

22 104. Defendants failed to take reasonably adequate steps to prevent racial discrimination in  
 23 their workplace in the State of Nevada.

24 105. Defendants knew, at all times, that Mr. Jaramillo was of Hispanic origin. Defendants,  
 25 acting through and with their employees, subjected Mr. Jaramillo to disparate treatment and a hostile  
 26 work environment including, but not limited to, making remarks intended to humiliate Mr. Jaramillo,  
 27 denying Mr. Jaramillo benefits, and denying Mr. Jaramillo the same rights and privileges of other  
 28 employees due to his Race.

106. Defendants' discriminatory conduct includes, but is not limited to:

**AMENDED COMPLAINT**

- 1 A. Mr. Heilmann told Mr. Jaramillo he did not worry about Josh Baro bringing a
- 2 gun to the office because he “only shoots cans.” **MexiCANS, AfriCANS,**
- 3 **Puerto RiCANS.”**
- 4 B. **Jews in *this* place seem to be doing just fine.”**
- 5 C. **“It is a good thing that we have all those Mexicans out there - that’s what**
- 6 **Mexicans are for – to do our work!”**
- 7 D. **“...a Mexican fag” like [you] had “no place backtalking his boss in front**
- 8 **of the guys”.**
- 9 E. Defendants underpaid Black employees and paid Mr. Jaramillo less than White
- 10 coworkers in similarly situated jobs.
- 11 F. Mr. Baro shared insulting and demeaning jokes about Jews.
- 12 G. Mr. Heilmann accused Sequoah Turner of pulling “the race card.”
- 13 H. Mr. Fisher pointed at the construction fence and the Mexican workers on the
- 14 other side of the fence and said, “That’s our own version of the border wall ...
- 15 Doesn’t everyone want them [referring to the Mexicans] on the other side?”
- 16 I. “A Mexican fag” like [you] had “no place backtalking his boss in front of the
- 17 guys ... comprende?”
- 18 J. Defendants provided Howard Weiss, a White male, additional perks and paid
- 19 him more money than Mr. Jaramillo, a Hispanic male. This salary disparity
- 20 was paid despite the fact that Mr. Jaramillo had seniority, was at the same
- 21 leadership level as Mr. Weiss, and despite the fact that Mr. Jaramillo
- 22 supervised more employees.
- 23 K. Defendants also paid AREA 15 employee Valmira Mavraj (a White employee)
- 24 more than Mr. Jaramillo, even though Mr. Jaramillo was Ms. Mavraj’s
- 25 supervisor.
- 26 L. Defendants dismissed Mr. Jaramillo’s concerns with statements like **“Someone**
- 27 **like you (Mr. Jaramillo) should be happy to have a job at all.”**
- 28 M. Defendants created a false and pretextual narrative that Mr. Jaramillo had
- mishandled an assignment, when Defendants knew that was a lie. Defendants
- perpetuated the lie in order to fabricate a reason to fire Mr. Jaramillo because
- he was Hispanic, and they wanted to avoid his ability to seek redress.

## AMENDED COMPLAINT

1 N. Mr. Baro made a joke on a Zoom call about his new “**skinhead**” appearance  
2 that made Black AREA 15 employee Sequoah Turner and gay, Hispanic  
3 employee Mr. Jaramillo very uncomfortable.

4 107. Defendants, acting through and with their employees and agents, discriminated  
5 illegally against Mr. Jaramillo because their remarks were not directed to similarly situated non-  
6 Hispanic employees.

7 108. But for Defendants’ racial discrimination against Mr. Jaramillo and his complaints  
8 about discriminatory conduct, Mr. Jaramillo would still be employed by AREA 15 and earning the  
9 salary and bonuses he was promised.

10 109. As a direct and proximate result of Defendants’ unlawful conduct, Mr. Jaramillo  
11 suffered damages and is entitled to compensation for loss of enjoyment of life, mental and emotional  
12 pain and suffering, economic loss, and other related costs which, with reasonable probability, will be  
13 experienced and/or required in the future.

14 110. The acts, conduct, and behavior of Defendants were performed knowingly and  
15 intentionally and were malicious, oppressive, and in reckless disregard of Mr. Jaramillo’s rights,  
16 entitling him to punitive damages.

17 111. As a direct and proximate result of Defendants’ actions, Mr. Jaramillo has been  
18 required to retain the services of an attorney to prosecute this claim and is entitled to be compensated  
19 for any costs incurred in the prosecution of this action, including without limitation, any and all costs  
20 and attorney’s fees.

21 **SECOND CLAIM FOR RELIEF**  
22 **EMPLOYMENT DISCRIMINATION BASED ON SEXUAL ORIENTATION**  
23 **TITLE VII (42 U.S.C. § 2000e-2)**  
24 **AGAINST ALL DEFENDANTS**

25 112. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 113 with  
26 the same force and effect as though fully set forth herein.

27 113. Section 703 of Title VII, 42 U.S.C. § 2000e-2, prohibits employment practices that  
28 discriminate against persons on the basis of their sexual orientation.

114. Defendants knew or should have known of their obligation, pursuant to Federal and  
State statutes, to maintain a workplace free of sexual orientation discrimination.

1 115. Defendants failed to take reasonably adequate steps to prevent discrimination based  
2 upon sexual orientation in its workplace in the State of Nevada.

3 116. Defendants, at all times relevant, knew that Mr. Jaramillo was gay. Defendants, acting  
4 through and with their employees, subjected Mr. Jaramillo to disparate treatment and a hostile work  
5 environment, including but not limited to making remarks intended to humiliate Mr. Jaramillo,  
6 denying Mr. Jaramillo benefits, and denying Mr. Jaramillo the same rights and privileges of other  
7 employees due to his sexual orientation.

8 117. Defendants' discriminatory remarks include, but are not limited to:

9 A. "People like you are so easily offended."

10 B. "Keep your "gayness" to yourself around "the guys" because "we don't like  
11 that."

12 C. "Guys will be guys and gays will be gays."

13 D. "A Mexican fag" like you has no place backtalking his boss in front of the  
14 guys."

15 E. "Someone like you should be happy to have a job at all."

16 F. Taunting with loud and false invitations to lunches at Chick-fil-A, knowing  
17 that restaurant is known for being anti-gay.

18 118. Defendants' remarks were intended to humiliate and intimidate Mr. Jaramillo simply  
19 because he is gay.

20 119. Defendants, acting through and with their employees, discriminated illegally against  
21 Mr. Jaramillo because their remarks were not directed to similarly situated non-gay employees.

22 120. As a direct and proximate result of Defendants' unlawful conduct, Mr. Jaramillo  
23 suffered damages and is entitled to compensation for loss of enjoyment of life, mental and emotional  
24 pain and suffering, economic loss, and other related costs which, with reasonable probability, will be  
25 experienced and/or required in the future.

26 121. The acts, conduct, and behavior of Defendants were performed knowingly and  
27 intentionally and were malicious, oppressive and in reckless disregard of Mr. Jaramillo's rights,  
28 entitling him to punitive damages.

# AMENDED COMPLAINT

1           122. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been  
 2 required to retain the services of an attorney to prosecute this claim and is entitled to be compensated  
 3 for any costs incurred in the prosecution of this action, including without limitation, any and all costs  
 4 and attorney's fees.

5  
 6                           **THIRD CLAIM FOR RELIEF**  
 7                           **HOSTILE WORK ENVIRONMENT**  
 8                           **TITLE VII (42 U.S.C. § 2000e-2)**  
 9                           **AGAINST ALL DEFENDANTS**

10           123. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 124 with  
 11 the same force and effect as though fully set forth herein.

12           124. Section 703 of Title VII, 42 U.S.C. § 2000e-2, prohibits employment practices that  
 13 discriminate against persons on the basis of their race or sexual orientation.

14           125. Defendants knew or should have known of their obligation, pursuant to Federal and  
 15 State statutes, to maintain a workplace free of discrimination.

16           126. Defendants knew at all times that Mr. Jaramillo was gay and of Hispanic race.  
 17 Defendants, acting through and with their employees, subjected Mr. Jaramillo to disparate treatment  
 18 and a hostile work environment, including but not limited to making remarks intended to humiliate  
 19 Mr. Jaramillo, denying him benefits, and denying him the same rights and privileges of other  
 20 employees due to his sexual orientation and Race.

21           127. Defendants' remarks were intended to humiliate and intimidate Mr. Jaramillo. The  
 22 remarks were unwelcomed by Mr. Jaramillo and were sufficiently severe and pervasive so as to alter  
 23 the conditions of Mr. Jaramillo's employment and create an abusive working environment.

24           128. Defendants' comments and actions were so severe and pervasive as to pollute Mr.  
 25 Jaramillo's workplace, making it more difficult for him to do his job free from discriminatory  
 26 intrusions and ultimately to retain his job.

27           129. As a direct and proximate result of Defendants' unlawful conduct, Mr. Jaramillo  
 28 suffered damages and is entitled to compensation for loss of enjoyment of life, mental and emotional  
 pain and suffering, economic loss, and other related costs which, with reasonable probability, will be  
 experienced and/or required in the future.

**AMENDED COMPLAINT**

1           130. The acts, conduct, and behavior of Defendants were performed knowingly and  
2 intentionally and were malicious, oppressive, and in reckless disregard of Mr. Jaramillo's rights,  
3 entitling him to punitive damages.

4           131. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been  
5 required to retain the services of an attorney to prosecute this claim and is entitled to be compensated  
6 for any costs incurred in the prosecution of this action, including without limitation, any and all costs  
7 and attorney's fees.

8                                   **FOURTH CLAIM FOR RELIEF**  
9                                   **RETALIATION FOR REPORTING DISCRIMINATION**  
10                                  **BASED ON RACE**  
11                                  **TITLE VII (42 U.S.C. § 2000e-2)**  
12                                  **AGAINST ALL DEFENDANTS**

13           132. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 133 with  
14 the same force and effect as though fully set forth herein.

15           133. Mr. Jaramillo complained to management of AREA 15 about the unlawful  
16 employment practices that discriminate against persons on the bases of their sexual orientation and  
17 race.

18           134. There was a causal link between Mr. Jaramillo complaining about discrimination and  
19 his termination. In other words, Defendants retaliated against Mr. Jaramillo's protected reporting of  
20 discrimination by firing him.

21           135. Mr. Jaramillo would not have been fired if he had not reported Defendants' unlawful  
22 discrimination.

23           136. As a direct and proximate result of Defendants' unlawful conduct, Mr. Jaramillo  
24 suffered damages and is entitled to compensation for loss of enjoyment of life, mental and emotional  
25 pain and suffering, economic loss, and other related costs which, with reasonable probability, will be  
26 experienced and/or required in the future.

27           137. The acts, conduct, and behavior of Defendants were performed knowingly and  
28 intentionally and were malicious, oppressive and in reckless disregard of Mr. Jaramillo's rights,  
entitling him to punitive damages.

          138. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been  
required to retain the services of an attorney to prosecute this claim and is entitled to be compensated



1 for any costs incurred in the prosecution of this action, including without limitation, any and all costs  
2 and attorney's fees.

3  
4 **FIFTH CLAIM FOR RELIEF**  
5 **WRONGFUL TERMINATION**  
6 **AGAINST DEFENDANTS AREA 15 AND DOES 1-50**

7 139. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 140 with  
8 the same force and effect as though fully set forth herein.

9 140. Defendants AREA 15 AND DOES 1-50 engaged in discriminatory, retaliatory, and  
10 wrongful acts, based upon Mr. Jaramillo's race and sexual orientation.

11 141. Mr. Jaramillo expressed his concern to Defendants about this disparate treatment, his  
12 concern for his safety, the harassment he endured, and his inability to receive the same terms,  
13 conditions, and bonus payments of similarly situated White employees.

14 142. Defendants AREA 15 AND DOES 1-50, through their employees, including Mr.  
15 Heilmann, specifically promised Mr. Jaramillo that he could remain employed at AREA 15 "as long  
16 as he wanted to be."

17 143. Defendants AREA 15 AND DOES 1-7 promoted Mr. Jaramillo and gave him a raise.  
18 Defendants gave Mr. Jaramillo a glowing performance evaluation.

19 144. After receiving Mr. Jaramillo's complaints regarding pervasive racial discrimination  
20 and other abuses, Defendants AREA 15 AND DOES 1-50 engaged in discriminatory and retaliatory  
21 conduct by discharging Mr. Jaramillo and executing a scheme that would allow Defendants to present  
22 a pretextual termination as valid and prevent Mr. Jaramillo redress, as well as shield Defendants from  
23 accountability.

24 145. These discriminatory and retaliatory acts violate the public policy of the State of  
25 Nevada.

26 146. As a direct and proximate result of Defendants AREA 15 AND DOES 1-7's unlawful  
27 conduct, Mr. Jaramillo has been damaged in an amount to be proven at trial, plus pre- and post-  
28 judgment interest.

147. The acts, conduct, and behavior of Defendants AREA 15 AND DOES 1-7 were  
performed knowingly and intentionally and were malicious, oppressive and in reckless disregard of  
Mr. Jaramillo's rights, entitling him to punitive damages.

**AMENDED COMPLAINT**

149. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 150 with the same force and effect as though fully set forth herein.

151. Mr. Jaramillo suffered severe and extreme emotional distress as the direct and proximate result of Defendants' conduct in an amount to be proven at trial, plus pre- and post-judgment interest.

152. The acts, conduct, and behavior of Defendants were performed knowingly and intentionally and were malicious, oppressive, and in reckless disregard of Mr. Jaramillo's rights, entitling him to punitive damages.

153. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been required to retain the services of an attorney to prosecute this claim and is entitled to be compensated for any costs incurred in the prosecution.

154. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 155 with the same force and effect as though fully set forth herein.

155. The discrimination, denial of benefits, and retaliatory actions by Defendants, due to Mr. Jaramillo's race and sexual orientation, constitute unlawful discriminatory employment practices under the Nevada Equal Employment Opportunity Act – NRS 633.310 *et. seq.*

156. Mr. Jaramillo suffered severe and extreme emotional distress as the direct and proximate result of Defendant's conduct in an amount to be proven at trial.

## 24

157. The acts, conduct, and behavior of Defendants were performed knowingly and intentionally and were malicious, oppressive, and in reckless disregard of Mr. Jaramillo's rights, entitling him to punitive damages.

158. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been required to retain the services of an attorney to prosecute this claim and is entitled to be compensated for any costs incurred in the prosecution.

**EIGHTH CLAIM FOR RELIEF**  
**DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981**  
**AGAINST ALL DEFENDANTS**

159. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 through 160 with the same force and effect as though fully set forth herein.

160. Defendants' discrimination against Mr. Jaramillo is in violation of the rights of Mr. Jaramillo afforded him by the Civil Rights Act of 1866, 42 U.S.C. §1981, as amended by the Civil Rights Act of 1991.

161. Defendants knew or should have known of their obligation, pursuant to Federal and State statutes, to maintain a workplace free of discrimination based on race.

162. Defendants failed to take reasonably adequate steps to prevent discrimination based upon race in its workplace in the State of Nevada.

163. Defendants, acting through and with their employees and agents, subjected Mr. Jaramillo to disparate treatment and a hostile work environment, including but not limited to making remarks intended to humiliate Mr. Jaramillo, denying Mr. Jaramillo benefits, and denying Mr. Jaramillo the same rights and privileges of other employees due to his Hispanic race.

164. Defendants' remarks were intended to humiliate and intimidate Mr. Jaramillo and to undermine his safety in the workplace.

165. Defendants further exemplified their racial discrimination by paying employees of color less than similarly situated White employees and withholding other benefits from Mr. Jaramillo because of his race, while providing these benefits to White employees.

166. Defendants, acting through and with their employees, unlawfully discriminated against Mr. Jaramillo because their remarks were not directed to similarly situated white employees.

1           167. As a direct and proximate result of Defendants' unlawful conduct, Mr. Jaramillo  
2 suffered damages and is entitled to compensation for loss of enjoyment of life, mental and emotional  
3 pain and suffering, economic loss, and other related costs which, with reasonable probability, will be  
4 experienced and/or required in the future.

5           168. The acts, conduct, and behavior of Defendants were performed knowingly and  
6 intentionally and were malicious, oppressive, and in reckless disregard of Mr. Jaramillo's rights,  
7 entitling him to punitive damages.

8           169. As a direct and proximate result of Defendants' actions, Mr. Jaramillo has been  
9 required to retain the services of an attorney to prosecute this claim and is entitled to be compensated  
10 for any costs incurred in the prosecution of this action, including without limitation, any and all costs  
11 and attorney's fees.

12                           **NINTH CAUSE OF ACTION**  
13                           **FRAUD**  
14                           **AGAINST ALL DEFENDANTS**

15           170. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 to 171 with the  
16 same force and effect as though fully set forth herein.

17           171. In January 2019, Mr. Jaramillo was employed by Wynn Resorts. At that time, Andrea  
18 Wasser and Pat Haro, on behalf of Defendants, told Mr. Jaramillo that Defendants were looking to fill  
19 the position of event operations manager for a new project in Las Vegas.

20           172. Mr. Jaramillo was content at Wynn Resorts, but Ms. Wasser and Mr. Haro persisted.  
21 They were insistent that Mr. Jaramillo would be a good fit for Defendants' new company. They said  
22 that Defendants were very well funded and would be more than happy to start Mr. Jaramillo at  
23 \$100,000 per year or more.

24           173. Defendants hired Mr. Jaramillo as AREA 15's event operations manager, starting on  
25 March 18, 2020. Defendants agreed to pay Mr. Jaramillo a salary of \$100,000 per year and a 20%  
26 annual bonus. Mr. Jaramillo's base salary would be reviewed for increases each January.

27           174. The reality is that after they hired Mr. Jaramillo, Defendants reduced his salary, not  
28 increased it. Thus, when Defendants' agents recruited Mr. Jaramillo by telling him Defendants were  
"very well-funded," Defendants misled Mr. Jaramillo into believing that being worth billions, they  
could weather economic downturns like the global pandemic without reducing Mr. Jaramillo's salary.

**AMENDED COMPLAINT**

1           175. Regarding Defendants' decrease in Mr. Jaramillo's pay, Mr. Heilmann continued to  
2 mislead Mr. Jaramillo. He told Mr. Jaramillo, "[You aren't] going anywhere," and that Mr. Jaramillo  
3 would be there "as long as you want to be." Mr. Heilmann said, "Think of it this way; this is an  
4 investment in your future. Not only will you be here for as long as you want, you'll be making much  
5 more than \$175,000 after COVID."

6           176. These statements were not true. Defendants paid Mr. Jaramillo less than straight,  
7 White coworkers. Mr. Heilmann falsely stated that everyone made the same amount of money. But  
8 Mr. Heilmann knew that Mr. Jaramillo's salary was nowhere near the amount of money others  
9 received.

10           177. Thus, Defendants' representations, through their agents, James Heilmann, Andrea  
11 Wasser, Pat Haro, and others, were false and Defendants knew and/or should have known the falsity  
12 of these statements at the time they were made.

13           178. Defendants never had any intention of paying Mr. Jaramillo what they promised him.  
14 Defendants then unlawfully terminated Mr. Jaramillo when he complained of the disparate treatment  
15 and discrimination.

16           179. Mr. Jaramillo relied on the representations of Defendants and otherwise would not  
17 have accepted employment with Defendants or remained employed by them, but for their repeated  
18 promises to him.

19           180. Mr. Jaramillo is informed and believes that Defendants read about his reputation as an  
20 events manager at Wynn Resorts from press releases by Wynn Resorts. Defendants used Mr.  
21 Jaramillo because of his reputation at Wynn to boost the image of AREA 15, then deprived Mr.  
22 Jaramillo of the payments and promotions they had promised him.

23           181. Defendants, through their discriminatory and fraudulent agent, Mr. Heilmann,  
24 defrauded Mr. Jaramillo of his promised salary, bonuses, and job at AREA 15 "for as long as he  
25 wanted."

26           182. NRS 613.010 prohibits employers from making false representations to a prospective  
27 employee to induce an employee to change employers. False representations under Section 613.010  
28 include the salary of the employment.

          183. NRS 613.070 allows an employee, like Mr. Jaramillo, to recover damages for injuries  
incurred by an employer's false representations that induced the employee to change employers.

          184. Defendants misrepresented to Mr. Jaramillo that he would be paid \$175,000 per year

#### AMENDED COMPLAINT

1 plus bonuses. Defendants misrepresented to Mr. Jaramillo that he would be employed at AREA 15 as  
2 long as he wanted.

3 185. Defendants never intended to fulfill their promises to Mr. Jaramillo. But Mr. Jaramillo  
4 relied upon those misrepresentations and left a wonderful job at Wynn Resorts.

5 186. As a proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has  
6 sustained and will continue to sustain economic damages in the form of current and future loss of  
7 income, bonuses, 401k contributions, and other employment-related benefits in an amount to be  
8 determined according to proof at trial.

9 187. As a proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has also  
10 been damaged by loss of reputation and loss of ability to compete at the highest levels that he once  
11 did in his industry.

12 188. As a further proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has  
13 also sustained emotional and mental damages as a result of his anxiety, loss of self-esteem, loss of  
14 self-confidence, embarrassment, humiliation, worry and mental distress, all in an amount to be  
15 determined by proof at trial.

16 189. As a further proximate result of the aforementioned wrongful conduct, Mr. Jaramillo  
17 has had to employ the services of attorneys to pursue his legal rights. Mr. Jaramillo therefore prays  
18 for reasonable costs and attorney fees against Defendants for his prosecution of this action.

19 190. The fraudulent, oppressive, and malicious manner in which Defendants engaged in the  
20 fraud, as described in this cause of action, additionally entitles Mr. Jaramillo to punitive damages in  
21 an amount to be determined according to proof at trial.

22 **TENTH CAUSE OF ACTION**  
**DEFAMATION PER SE**  
**AGAINST ALL DEFENDANTS**

23 191. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 to 192 with the  
24 same force and effect as though fully set forth herein.

25 192. Las Vegas is world-renown for its events and entertainment. Many consider it the  
26 entertainment capital of the world. As stated in full above, Mr. Jaramillo had a coveted job with  
27 Wynn Resorts when Defendants fraudulently lured him away from Wynn with promises of riches.  
28

**AMENDED COMPLAINT**

1           193. The Las Vegas event and entertainment industry is an industry of insiders and known  
2 players. Entertainment managers like Mr. Jaramillo are well-known in the industry. That is why  
3 Defendants were able to locate and recruit him.

4           194. Because of the small, close-knit community of event and entertainment movers and  
5 shakers, once Defendants fired Mr. Jaramillo, and he was forced to file this lawsuit, he was not able  
6 to find work in the Las Vegas entertainment industry.

7           195. Mr. Jaramillo knows that Defendants, through their agents, made false and defamatory  
8 statements to third parties, concerning him. Mr. Jaramillo believes those statements included that Mr.  
9 Jaramillo was terminated for cause. AREA 15 also told others that Mr. Jaramillo quit his job.  
10 Defendants told others still that Mr. Jaramillo was not competent in the performance of his duties at  
AREA 15.

11           196. Mr. Jaramillo knows Defendants trashed his reputation in the Las Vegas event and  
12 entertainment industry, in part, because someone of his stellar background and experience at Wynn  
13 Resorts would be imminently hireable in any other Las Vegas venue. In fact, defendants actively  
14 sought out Mr. Jaramillo and hired him away from his long-term position at Wynn. But for  
15 Defendants' pretextual termination and defamatory comments about him he would have landed on his  
feet as an event manager at another Las Vegas venue.

16           197. Defendants knew, or in the exercise of reasonable care should have known, that their  
17 statements were false. Defendants intended for third parties to falsely believe that Mr. Jaramillo was  
18 an incompetent employee.

19           198. As a proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has  
20 sustained and will continue to sustain economic damages in the form of current and future loss of  
21 income, bonuses, 401k contributions, and other employment-related benefits in an amount to be  
22 determined according to proof at trial.

23           199. As a proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has also  
24 been damaged by loss of reputation and loss of ability to compete at the highest levels that he once  
did in his industry.

25           200. As a further proximate result of the unlawful conduct of Defendants, Mr. Jaramillo has  
26 also sustained emotional and mental damages as a result of his anxiety, loss of self-esteem, loss of  
27 self-confidence, embarrassment, humiliation, worry, and mental distress, all in an amount to be  
28 determined by proof at trial.

#### AMENDED COMPLAINT



201. As a further proximate result of the aforementioned wrongful conduct, Mr. Jaramillo has had to employ the services of attorneys to pursue his legal rights. Mr. Jaramillo therefore prays for reasonable costs and attorney fees against Defendants for his prosecution of this action.

202. The fraudulent, oppressive, and malicious manner in which Defendants engaged in the fraud, as described in this cause of action, additionally entitles Mr. Jaramillo to punitive damages in an amount to be determined according to proof at trial.

**ELEVENTH CAUSE OF ACTION**  
**BREACH OF EMPLOYMENT CONTRACT**  
**AGAINST DEFENDANTS AREA 15 AND DOES 1-10**

203. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 to 204 with the same force and effect as though fully set forth herein.

204. Notwithstanding Mr. Jaramillo's written Offer of Employment from Defendants, he was not an "at-will" employee. Defendants hired Mr. Jaramillo as an executive – the AREA 15 Events Operations Manager and thereafter promoted him to Director of Event Operations. Defendants tasked Mr. Jaramillo with the responsibility of building what would be the event department at AREA 15. Because Mr. Jaramillo was a manager and department head at AREA 15, and because Defendants made certain guarantees to Mr. Jaramillo, Defendants could only terminate Mr. Jaramillo's employment for cause. No cause for termination was ever made known to Mr. Jaramillo.

205. Defendants' termination of Mr. Jaramillo was pretextual and was, in reality, in retaliation for his complaints about AREA 15 discrimination based on race and sexual orientation, not because he was an at-will employee.

206. Defendants, through their agent, Mr. Heilmann, promised Mr. Jaramillo he would have a job at AREA 15 for as long as he wanted. Therefore, Defendants could not fire Mr. Jaramillo as an at-will employee.

207. By terminating Mr. Jaramillo's employment with AREA 15, Defendants breached their employment agreement with Mr. Jaramillo and violated Federal and Nevada law.

208. Defendants' termination of Mr. Jaramillo's employment was a substantial factor in causing damage to Mr. Jaramillo by the loss of his salary at AREA 15, as well as bonuses, vacation and personal pay, health insurance coverage, 401k plan contributions, and other employment-related benefits.

**AMENDED COMPLAINT**

1           209. As a further result of Defendants' breach, Mr. Jaramillo is deprived of his future  
2 salary, bonuses, and other employment-related benefits.

3  
4                                   **TWELFTH CAUSE OF ACTION**  
5                                   **CONVERSION OF PERSONAL PROPERTY**  
6                                   **AGAINST ALL DEFENDANTS**

7           210. Mr. Jaramillo re-alleges each and every allegation in paragraphs 1 to 211 with the  
8 same force and effect as though fully set forth herein.

9           211. Mr. Jaramillo was given exclusive use of an office during his employment at AREA  
10 15. Mr. Jaramillo kept personal belongings in his exclusive-use office, including:

- 11                   A. A greeting card from Glenn Turell, Defendants' Vice President of Finance,  
12 saying what a pleasure it was to work with Mr. Jaramillo;
- 13                   B. A composition notebook in which Mr. Jaramillo kept notes of, among other  
14 things, his mistreatment, race discrimination and other ongoing issues at  
15 AREA 15;
- 16                   C. Mr. Jaramillo's signed copy of his glowing performance review from his direct  
17 supervisor, which was the reason for his annual bonus;
- 18                   D. A certificate from Wynn Resorts outlining Mr. Jaramillo's stellar performance  
19 for that employer;
- 20                   E. An unopened bottle of Whiskey given to Mr. Jaramillo by Art Lindsay before  
21 his departure;
- 22                   F. Approximately 275 valuable business cards from various industry contacts;  
23 and
- 24                   G. Mr. Jaramillo's wireless phone charger.

25           212. Defendants terminated Mr. Jaramillo's employment with AREA 15, while Mr.  
26 Jaramillo was working from home during the COVID-19 Pandemic. After Defendants fired Mr.  
27 Jaramillo, they refused his reasonable request to come into the AREA 15 office to retrieve his personal  
28 property. Mr. Jaramillo nevertheless requested that Defendants immediately return his property to  
him.

          213. After Defendants failed to return his property, Mr. Jaramillo complained to  
Defendants that they had no right to keep his property. Defendants then returned to Mr. Jaramillo

**AMENDED COMPLAINT**

1 only some of his property. Defendants converted Mr. Jaramillo's property to their own use, and for  
2 their own purpose.

3 214. Despite Mr. Jaramillo's requests and demands (including the filing of a police report),  
4 Defendants have still failed to return Mr. Jaramillo's personal property.

5 215. Defendants' action of wrongfully exerting dominion over Mr. Jaramillo's personal  
6 property, inconsistent with his title and rights thereto, and in defiance of such title and rights,  
7 constitutes a conversion of Mr. Jaramillo's property.

8 216. Mr. Jaramillo prays for return of his property by Defendants.

9 217. As a result of Defendants' conversion, Mr. Jaramillo has lost the value of his property  
10 from the time of conversion, plus interest.

11 218. As a further result of Defendants' conversion, Mr. Jaramillo has sustained  
12 consequential damages other than loss of interest.

13 WHEREFORE, PLAINTIFF prays for judgment to be entered in his favor and against each of  
14 the Defendants as follows:

- 15 1. For special damages for lost wages, bonuses, vacation pay, 401k compensation and other  
16 compensatory, and economic and special damages according to proof at trial, together  
17 with interest, penalties, and costs;
- 18 2. For general and non-economic damages according to proof at trial;
- 19 3. For attorney's fees according to proof at trial;
- 20 4. For punitive damages as allowed by law and according to proof at trial;
- 21 5. For return of Mr. Jaramillo's personal property, loss of use of the property, and  
22 consequential damages;
- 23 6. For pre-judgment interest at the prevailing legal rate;
- 24 7. For costs of suit; and

25 ///

1 8. For such other and further relief as this Court deems just and proper.  
2

3 Dated: June 27, 2022

4 BROWN, CLARK, LE, AMES, STEDMAN &  
5 CEVALLOS LLP

6 By: Edwin B. Brown  
7 Edwin B. Brown (*Pro Hac Vice*)  
8 22342 Avenida Empresa, Suite 125  
9 Rancho Santa Margarita, CA 92688

10 KAPLAN COTTNER

11 By: Kory L. Kaplan  
12 Kory L. Kaplan - Nevada Bar No. 13164  
13 10091 Park Run Drive, Suite 190  
14 Las Vegas, Nevada 89145  
15 *Attorneys for Plaintiff George Jaramillo*  
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AMENDED COMPLAINT